

Annex: Details regarding the transactions concluded by DEER with EFSA in the period 28 December 2024 - 15 January 2025 of the kind listed in Art. 108 of Law No. 24/2017

No	Transaction/ Agreement Type and Date	Scope of the transactions	Total amount (RON th)	Date of entry into force	Expiry date	Guarantees (RON th.)	Penalties	Payment due dates and payment methods
Seller/Service provider: DEER Buyer/Beneficiary: EFSA								
1	C19840/9Jun2021	Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator	212,778.77	1-Jul-2021	Indefinite	0.00	In case of non-fulfillment of payment obligations within 30 days from the due date of the invoice, the supplier will pay, in addition to the amount due, a penalty interest to this amount corresponding as a percentage of interest due for non-payment of obligations to the state budget), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively). The total value of the penalty interest may not exceed the value of the amount due.	The invoice is issued in the first 10 working days of the month for the previous month and is sent at the latest on the working day following the issuance of the invoice, by e-mail. Payment is made within 10 working days from the date of issuance / transmission of the invoice
2		Providing electricity distribution service by the distribution operator for users, end customers of the supplier, whose installations are connected to the electricity network of the distribution operator - other services as DO	253.63				In case the supplier does not pay the invoices related to the RED intervention services within 30 days from the due date, the DO will claim late penalties of 0.02% for each day of delay, calculated on the unpaid amount, starting with the first day after the due date, until the day of payment (exclusively). The value of the penalties cannot exceed the amount owed	Payment is made within 30 calendar days from the date of issuing the invoice
3	C 22/15Feb2018 C 61/04Apr2018 C 1466/27Mar2018 AD1 for C 22/15Feb2018 AD2 for C 22/15Feb2018 AD3 for C 22/15Feb2018 AD4 for C 22/15Feb2018 AD5 for C 22/15Feb2018 AD6 for C 22/15Feb2018 AD7 for C 22/15Feb2018 AA8 la C22/15Feb2018 AA9 la C22/15Feb2018	Providing the representation service as the Party Responsible for Balancing	1,832.29	15-Feb-2018	Indefinite	N/A	see Note 5	The invoice will be paid by the provider/purchaser within 3 (three) financial days from the date of its receipt.

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4	Convention SB_131369/13May2024	Reinvoicing utilities/services	0.07	13-May-2024	This agreement is valid for the duration of the utility and service provision contract concluded by DEER or until the beneficiary concludes a contract with utility providers and service providers.	N/A	Delay penalties of 0.02% (penalty interest corresponding to the interest due as a percentage of the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusively) (Ordinance 13/2011)	The payment is made within 15 days from the date of registration of the invoices in the SPV, in the bank account entered in the xml file received.
5	Contract 352/2024 AD1/20May2024	Rent spaces	17.87	1-Jan-2024	Art.9 For the spaces represented in Annex 2, the rental period is 4 years, and for the spaces represented in Annex 3, the rental period is 6 months.	N/A	See Note 6	Art.14 The lessee undertakes to pay the counter value of the invoice, by bank transfer, within 10 working days from the date of registration of the invoice to the lessee. Art. 15 In addition to paying the rent, the lessee undertakes to pay, by the legal due date stipulated in art. 12, the bills representing the own consumption of utilities
6	Convention E 12.2.59/08Mar2011	Reinvoicing utilities/services	15.62	1-Feb-2011	This agreement is valid during the period in which at least one of the utilities is invoiced by the supplier of the respective utility to SDEE Oradea.	N/A	Non-payment of the invoice within 30 days from the due date authorizes SDEE Oradea to charge late fees equal to the level of late fees due for non-payment of obligations to the state budget on time, applied to the amount due for each day of delay, starting with the day immediately following the due date and until the date of settlement of the amount due, exclusively.	The due date of the invoice is 10 days from the date of registration of the invoice at AFEE Oradea
7	PV 312879/22Oct2024	Countervalue for lack of use of space occupied by EFSA without tenancy title	81.33	1-Oct-2024	This PV will be valid and will apply after 30.10.2024 for the DEER spaces occupied by EFSA without a tenancy title, when calculating the value of the lack of use of the spaces, until the date of their effective release, recorded in a handover-receipt PV signed by both parties.	N/A	0.02% (penalty interest corresponding as a percentage to the interest due for non-payment of obligations to the state budget on time), calculated for each day of delay starting with the first day after the due date until the day of payment (exclusive) (Ordinance 13/2011)	Payment is made within 30 calendar days from the date of invoice issuance.

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Seller/Service provider: EFSA Buyer/Beneficiary: DEER								
8	Contract Natural Gas supply no. 15292085-GN/28 February 2022 AAD6/12Jun2024	Extension of the natural gas supply contract on the competitive active energy market	1.29	1-Mar-22	1-Apr-25	See Note 7	The party that does not perform its obligations under the contract by the due date is automatically in default without the need for notification. They also owe penalties equal to the interest due for non-payment of budget obligations on time for each day of delay, starting from the 16th day from the due date and until the invoice is paid in full. The value of the penalties cannot exceed the value of the invoice.	The payment of the issued invoices will be made, through legal instruments, within 30 days from their registration to the beneficiary.
9	AD 12 / 18Dec2023 at Electricity supply contract 189 / 27Mar2017	Extension of the electricity supply contract on the competitive active energy market, with a fixed value	-161.31	1-Jun-17	31-Dec-24	See Note 1	See Note 3	The payment of the issued invoices will be made through legal instruments. The due date is 10 banking days from the date of the invoice. Grace period 30 calendar days from the due date
10	Contract 237 / 28May2024	Reinvoicing common expenses	61.77	1-Jan-24	1-Jan-25	N/A	If the beneficiary does not pay the counter value of the invoices within 30 calendar days from the established due date, the beneficiary owes the supplier penalties in the amount of 0.04% for each day of delay, starting with the 31st day from the due date and until full payment of the invoice. The value of the penalties cannot exceed the value of the amount paid.	The payment of the issued invoices will be made through legal instruments. The due date is 30 banking days from the date of issuing the invoice.

Total executed during reporting period 28 December 2024 - 15 January 2025: RON 214,881.33 th

Due and not due mutual debts of EFSA to DEER at 14 January 2025: RON 955,295.32 th

Due and not due mutual debts of DEER to EFSA at 14 January 2025: RON 1,226.15 th

Note 1	The supplier can condition the resumption of the electricity supply on the establishment of guarantees, if the customer does not pay the invoice and the due penalties in full within 15 days from the date of interruption of the electricity supply.
Note 3	Art 8.2.(3) Non-payment of the invoice by the customer within a maximum of 5 days from the due date, incurs penalties for each day of delay, for unpaid due debts, late payment penalties will be calculated in the amount of 0,10% of these, for each day of delay, starting with the due date exclusively and up to and including the payment date. The total value of the penalties cannot exceed the value of the invoice. Art. 16.1 If, due to its exclusive fault, the Provider fails to fulfill its obligations undertaken through the contract, the Purchaser has the right to deduct from the tariff established by the contract, an amount equal to a percentage of 1.5% of the established tariff conf of Annex 2.
Note 5	Art 16.2 If the Purchaser does not fulfill any payment obligation arising from the Contract, he has the obligation to pay as penalties an amount equivalent to a percentage of the unpaid payment. The percentage rate for each day of delay is the interest due for non-payment of obligations for the state budget. Art 16.3 The same penalties as those stipulated in art 16.2 will be charged for any sums owed by the Purchaser based on the contract.
Note 6	Art.18 In case of non-fulfillment of payment obligations when due, the lessee has the obligation to pay, as penalties, an amount equivalent to 0.02% of the amount not paid on time, for each day of delay, starting with the next day of the due date, up to and including the actual payment date. Art.19 For late fulfillment or non-fulfillment of the obligations assumed by this contract, the responsible party owes the injured party damages, within the limit of the damage caused, for the total or partial non-fulfillment of the obligations assumed by the contract
Note 7	A guarantee is established in the situation where the buyer registers 5 days late payment, for 3 consecutive months. The value of the guarantee shall represent the equivalent of 60 contractual days to which excise duties and VAT are added.